

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BENJAMIN CAREATHERS, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

RED BULL NORTH AMERICA, INC., a
California corporation,

Defendant.

Case No. 1:13-CV-0369 (KPF)

DAVID WOLF and MIGUEL ALMARAZ,
individually and on behalf of others similarly
situated,

Plaintiffs,

v.

RED BULL GMBH, a foreign company; RED
BULL NORTH AMERICA, INC., a California
corporation; and RED BULL DISTRIBUTION
COMPANY, INC., a Delaware corporation,

Defendants.

Case No. 1:13-CV-08008 (KPF)

**DECLARATION OF JENNIFER M. KEOUGH REGARDING
SETTLEMENT ADMINISTRATION**

I, JENNIFER M. KEOUGH, hereby declare and state as follows:

INTRODUCTION

1. I am the Chief Operating Officer of Garden City Group, LLC.¹ (“GCG”). The following statements are based on my personal knowledge and information provided by other experienced GCG employees working under my supervision, and, if called on to do so, I could and would testify competently thereto.²

2. GCG is a recognized leader in providing legal administrative services, including the development of complex legal notice programs. GCG has operational offices in the following locations: Lake Success, New York; New York, New York; Seattle, Washington; Chicago, Illinois; Dublin, Ohio; Lake Oswego, Oregon; New Orleans, Louisiana; and Hammond, Louisiana. GCG has a staff of more than 1,200 employees, including attorneys, software engineers, call center professionals, in-house legal advertising specialists, and graphic artists with extensive website experience.

3. GCG handles the administration of a wide variety of notice programs and class action settlements, including but not limited to consumer, securities, labor and employment, mass tort, antitrust, product liability, ERISA, civil and human rights, insurance, and healthcare related matters. In its history of over 30 years, GCG has served as administrator for over 3,000 matters and GCG’s legal notices have appeared in more than 40 languages in approximately 170 countries. In the course of its history, GCG has mailed over 290 million notices, disseminated over 800 million emails, handled over 31 million phone calls, and distributed over \$37 billion in

¹ Please note that The Garden City Group, Inc. is now Garden City Group, LLC.

² Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Stipulation of Settlement.

settlement benefits. Additional information about GCG can be found on our website at: www.gardencitygroup.com.

OVERVIEW

4. GCG is serving as the Class Action Settlement Administrator in the above-captioned lawsuits (“Actions”) for the purposes of administering the Stipulation of Settlement preliminarily approved in the Court’s Order Granting Preliminary Approval of Class Action Settlement (“Order”) entered September 3, 2014. I submit this Declaration in order to provide the Court and the Parties with information regarding the status of administrative duties handled by GCG as Class Action Settlement Administrator which include among other items: (a) mailing or arranging for the mailing or other distribution of the Class Notice and Claim Forms to Settlement Class Members; (b) arranging for publication of the Publication Notice; (c) handling returned mail not delivered to Settlement Class Members; (d) attempting to obtain updated address information for Settlement Class Members and for any Class Notice packages or disbursements from the Settlement Fund returned without a forwarding address or an expired forwarding address; (e) making any additional mailings required under the terms of this Stipulation; (f) answering inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee; (g) receiving and maintaining on behalf of the Court and the Settling Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement; (h) establishing the Settlement Website that posts notices, Claim Forms and other related documents; (i) receiving and processing claims and distributing cash payments to Settlement Class Members; and (j) otherwise assisting with administration of the Settlement.

MAILED NOTICE AND CLAIM FORMS

5. GCG formatted the long-form version of the Court-approved Notice of Class Action and Proposed Settlement (“Long-Form Notice”), as well as the Court-approved Claim Form (together known as a “Notice Packet”), in English. GCG caused the Notice Packet to be mailed via first-class mail to all Settlement Class Members who requested a physical copy. Settlement Class Members could obtain a Notice Packet by email, calling the Settlement’s toll-free number, or downloading a copy from the Settlement Website, www.EnergyDrinkSettlement.com.

6. As of April 5, 2015, GCG has caused 19,682 copies of the Notice Packet to be mailed via first-class U.S. Mail to potential Settlement Class Members. A true and correct copy of the Notice Packet is attached hereto as Exhibit A. As of April 5, 2015, a total of 421 Notice Packets were returned to GCG as undeliverable with forwarding address information and were promptly re-mailed to the updated address provided. In addition, a total of 678 Notice Packets were returned to GCG as undeliverable without forwarding address information. GCG performed advanced address research and 378 updated addresses were identified. GCG re-mailed Notice Packets to the new addresses provided.

NOTICE PROGRAM

7. Under the terms of the Settlement, GCG was responsible for the implementation of the Court-approved Notice Program. This Notice Program included a combination of print publications, internet banner advertising, a Press Release, and search advertising. The details regarding the implementation and success of the Notice Program are discussed in the filed Declarations of Lael Dowd, GCG’s Director of Communications. The Declarations entitled

Declaration of Lael Dowd Regarding Notice Program and *Declaration of Lael Dowd Regarding Final Implementation of Notice Program* were executed on July 31, 2014 and April 8, 2015, respectively.

SETTLEMENT WEBSITE

8. GCG established a Settlement Website, www.EnergyDrinkSettlement.com, to provide additional information to Settlement Class Members. The Settlement Website contains (1) information about the Actions and the Settlement; (2) relevant Court documents; (3) electronic and printable versions of the Long-Form Notice and Publication Notice; (4) downloadable and online versions of the Claim Form which, until the claim deadline of March 2, 2015 could be submitted online or printed and mailed; (5) answers to frequently asked questions; and (6) contact information for the Class Action Settlement Administrator. GCG worked with the Parties on the design and content of the Settlement Website, and it became active with the Parties' approval on October 3, 2014, thirty days after Preliminary Approval.

9. The Notice Program generated an unprecedented response to the website from Class Members and the media alike. In less than a 24 hour period, the Settlement Website received approximately 67,000,000 hits. As such, on the morning of October 9, 2014, under the onslaught of the extremely heavy traffic generated from public interest and mainstream media notoriety, the Settlement Website became intermittently unavailable. In less than 30 hours, GCG was able to accommodate this unparalleled website traffic. Since then, the Settlement Website has been online and accessible 24 hours a day, 7 days a week.

10. The scale of Class Member and mainstream media interest in the Settlement website, www.EnergyDrinkSettlement.com, was unprecedented in GCG's history. As of April 5, 2015, the Settlement Website has received over 104,900,000 hits or nearly 40% of the total

traffic received to sites managed by GCG during that same time period. GCG has handled some of the largest consumer class action settlements including but not limited to *In Re: Classmates.com Consolidated Litigation*, *Angel Fraley, et al. v. Facebook, Inc.*, *In Re: LivingSocial Marketing and Sales Practices Litigation*, and *Curt Schlesinger, Peter Lo Re, Adam Russell, James Roth, Mary Am Aghchay, v. Ticketmaster*. These cases represent some of the larger consumer class actions that received sizeable website traffic. Even so, by comparison the highest volume received was only approximately 18,000,000 website hits. As noted, the www.EnergyDrinkSettlement.com website's traffic was extraordinary. GCG has updated the Settlement Website throughout the Settlement to keep Class Members apprised of developments and deadlines passing, and will continue to do so through conclusion of all administrative duties as prescribed by the Court.

CLAIM FORMS RECEIVED

11. GCG is responsible for receipt and review of all Claims Forms. Under the terms of the Settlement, Settlement Class Members were required to submit a Claim Form no later than March 2, 2015. The Settlement Website allowed Class Members to submit an electronic Claim Form directly to GCG through its portal. The information submitted via electronic Claim Form was immediately captured into a Settlement specific database. As of April 5, 2015, GCG has processed a total of 2,252,624 Claim Forms, of which 2,234,618 were received online through the Settlement Website. The remaining 18,006 were received by GCG through the PO Box or email address dedicated to the Settlement. Mailed or emailed Claim Forms were immediately scanned into GCG's system to easily allow for tracking of each claim. Furthermore, each Claim Form was reviewed by experienced GCG processors for completeness and validity.

12. On March 17, 2015, pursuant to Section IV.13.d of the Stipulation of Settlement, GCG provided Counsel an Accounting and Distribution Plan (the “Plan”). The Plan reported on all claims received through March 17, 2015 for both cash and product requests. Specifically, the Plan included (i) the total number of valid Claims; (ii) each Claimant whose Claim was approved; (iii) whether said Claimant chose the Cash Option or Product Option; (iv) for each Claimant selecting the Product Option, that Claimant’s selection of RedBull ® Energy Drink or RedBull ® Sugarfree; (v) valid shipping addresses for the Claimants selecting the Product Option; (vi) an estimated balance of the Cash Fund and any supplementation or withdrawals that will be required pursuant to Section IV.A.7 or Section IV.A.8, as the case may be; (vii) each Claimant whose claim was rejected; and (viii) an accounting of all administration fees and expenses incurred by the Class Action Settlement Administrator to date. In the Plan, GCG detailed that a *pro rata* payment prescribed in the Stipulation of Settlement will need to be used to calculate award values due to the overwhelming response. The Stipulation of Settlement prescribes for the application of a *pro rata* under Section IV.6.a, which instructs GCG to reduce all cash reimbursements and products in the event the Distribution Fund is insufficient to cover all claims in full.

13. In accordance with Section IV.6.a of the Stipulation of Settlement, GCG has performed a *pro rata* analysis of all valid claims. The Settlement Account has already received a total of \$6,500,000 deposited into the Cash Fund. All administration fees are to be paid from the Cash Fund prior to payment of Cash awards. The Settlement Administration to date is \$1,642,145.44 in fees and expenses. This includes the website setup, Claims review and processing, Class Member communications, and the extensive media program. The distribution of checks, along with further Class Member communications, is anticipated to be an additional

\$1,338,572.98 through the completion of the Settlement of which nearly one-half is out-of-pocket expenses. The remaining balance in the Cash Fund after the deduction of administration fees will be \$3,519,281.58.

14. When the remaining value of the Settlement Fund, \$6,500,000, is added to the present Cash Fund balance, it creates a Net Settlement Balance of \$10,019,281.58. As of April 5, 2015, GCG has determined there is a total of 2,010,043 valid claims. Of these, 1,294,481 are valid Cash Option Claims and 715,562 are valid Product Option Claims, comprised of 537,129 claims which chose the RedBull ® Energy Drink and 178,433 claims which chose the RedBull ® Sugarfree Drink. GCG has calculated an approximate total award amount of \$12,944,810 for valid Cash Option Claims and \$10,733,430 for valid Product Option Claims. Therefore, the combined approximate total award amount would be \$23,678,240, if all awards were to be paid out in full value, and a *pro rata* reduction for both cash and product claims must be used to calculate the final award values.

15. As the combined approximate total award amount is greater than the approximate Net Settlement Balance, GCG has estimated a *pro rata* award value of approximately 42.31% will need to be applied to the original award values for the Cash Option and Product Option of \$10.00 and \$15.00 respectively. This *pro rata* will be applied equally to all claims, therefore, each Class Member who elected the Cash Option can expect to receive approximately \$4.23 and each Class Member who elected to receive the Product Option can expect to receive the equivalent of approximately \$6.35 in the product type they selected. After this *pro rata* rate is applied, the total award amount for valid Cash Option Claims is \$5,477,492.26. The Settlement Cash Fund requires the funding of an additional \$1,958,210.68 in order to distribute the Cash

Option awards. The remainder of the Net Settlement Fund, \$4,541,789.32, will be distributed in Product Options to Class Members.

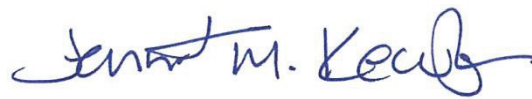
EXCLUSION REQUESTS

16. Any Settlement Class Member who wished to exclude themselves from the Settlement Class needed to submit a written request postmarked no later than April 1, 2015. As of April 8, 2015, GCG has received 29 timely exclusion requests.

17. GCG will provide a final report of all timely exclusions as requested by the Court, no later than seven business days prior to the Final Approval Hearing.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 8th day of April, 2015 at Seattle, Washington.

A handwritten signature in blue ink, reading "Jennifer M. Keough", written over a horizontal line.

JENNIFER M. KEOUGH

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BENJAMIN CAREATHERS, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

RED BULL NORTH AMERICA, INC., a California
corporation,

Defendant.

Case No. 1:13-CV-00369 (KPF)

DAVID WOLF and MIGUEL ALMARAZ, individually
and on behalf of others similarly situated,

Plaintiffs,

v.

RED BULL GMBH, a foreign company; RED BULL
NORTH AMERICA, INC., a California corporation; and
RED BULL DISTRIBUTION COMPANY, INC., a
Delaware corporation,

Defendants.

Case No. 1:13-CV-08008 (KPF)

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If you made retail purchases of Red Bull products in the United States between January 1, 2002 and October 3, 2014 (the “NOTICE DATE”), you may be entitled to a payment from a class action settlement, as described below. Please read this Notice carefully.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement, memorialized in a Stipulation of Settlement (“Stipulation”) between the parties, has been reached in two class action lawsuits about Red Bull North America, Inc.’s (“Red Bull”) advertising, labeling, and product statements concerning the benefits and safety of its Red Bull products in the U.S., defined in the Stipulation to mean “energy beverages marketed and distributed by Defendants under the brand name Red Bull, including any variations, formats or line extensions thereof.”
- The settlement provides cash payments or free Red Bull products to anyone who made retail purchases of Red Bull products in the United States between January 1, 2002 and October 3, 2014 (the “Class Period”).
- The Court in charge of these cases still has to decide whether to finally approve the settlement as sufficiently fair and reasonable. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved.
- If you are a Settlement Class Member (defined below), your legal rights are affected whether you act or don't act.

If You Have Any Questions, Call 877- 495-1568 or Visit www.energydrinksettlement.com.

**YOUR LEGAL RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER
(EXPLAINED IN FURTHER DETAIL BELOW)**

DO NOTHING	You will receive no cash payment or free Red Bull products and give up your legal rights to sue Red Bull about the claims in this case.
SUBMIT A CLAIM FORM BY MARCH 2, 2015	This is the only way to receive either a cash payment or free Red Bull products. The deadlines and procedures for submission of these forms are described in this Notice.
EXCLUDE YOURSELF (OPT OUT) BY APRIL 1, 2015	You will receive no payment, but this is the only option that allows you to ever be a part of a future individual lawsuit against Red Bull with respect to the legal claims in this case. The deadlines and procedures for opting out are described in this Notice.
OBJECT IN WRITING BY APRIL 1, 2015, AND/OR GO TO THE HEARING ON MAY 1, 2015 AT 10:00 A.M.	Write to the Court if you don't like the settlement and tell the Court why you think it shouldn't be approved in whole or in part, and/or attend a hearing before the Court about the fairness of the settlement.

BACKGROUND INFORMATION

WHY DID I RECEIVE THIS NOTICE?

The Court authorized this Notice to inform you about a proposed settlement in a class action lawsuit and what your options are before the Court decides whether to finally approve the settlement. This Notice summarizes and explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS A CLASS ACTION?

A class action is a lawsuit in which one or more individuals sue another party on behalf of all other people who are in a similar position. The individuals who actually bring the lawsuit are referred to as the Class Representatives, while all of the other people who are in a similar position as the class representatives are referred to as the Class or Class Members.

In a class action, the Court resolves certain legal issues, legal claims and defenses for all class members in one lawsuit, except for those individuals who expressly ask to be excluded from the class. What that means in this case is that, if the Court approves the class action settlement, the settlement will bind all members of the class with respect to all of the settled legal claims unless individual class members properly and timely exclude themselves from the class pursuant to the procedures discussed below.

WHAT ARE THESE LAWSUITS ABOUT?

This settlement addresses two consumer class action lawsuits currently consolidated and pending in the United States District Court for the Southern District of New York: (1) *Benjamin Careathers v. Red Bull North America, Inc.*, Case No. 1:13-CV-00369 (KPF); and (2) *Wolf, et al. v. Red Bull GmbH, et al.*, Case No. 1:13-CV-08008 (KPF). The consumers who brought these lawsuits as Class Representatives, Benjamin Careathers, David Wolf, and Miguel Almaraz, are called the "Plaintiffs," and the company they sued, Red Bull¹, is called the "Defendant."

Plaintiffs brought these lawsuits, alleging that Red Bull's marketing and labeling misrepresents both the functionality and safety of Red Bull beverages. Plaintiffs made claims against Red Bull for breach of express warranty, unjust enrichment, and violations of various states' consumer protection statutes. Red Bull denies any and all wrongdoing or liability and maintains that its marketing and labeling have always been entirely truthful and accurate.

¹ Red Bull North America, Inc., Red Bull Distribution Company, Inc. and Red Bull GmbH are referred to collectively as "Red Bull."

WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of Plaintiffs or Red Bull. There have been no decisions by the Court concerning the merits of Plaintiffs' claims or the propriety of the class action mechanism, nor has there been any trial. Instead, Plaintiffs and Defendant negotiated and ultimately agreed to this settlement after counsel for all parties extensively evaluated the facts and law relating to this case, and took into account a variety of factors such as the burdens and expense of the lawsuit, the risk and uncertainty of litigation, the difficulties and delays inherent in such litigation, and the benefits available to the Settlement Class under the Stipulation. Plaintiffs and their attorneys believe that the settlement is in the best interest of the Settlement Class Members.

THE SETTLEMENT CLASS

AM I PART OF THE SETTLEMENT CLASS?

To participate in the settlement, you first have to determine if you are a Settlement Class Member. As noted above, the Settlement Class includes all persons who made at least one purchase of Red Bull products in the United States between January 1, 2002 and October 3, 2014. Excluded from the Settlement Class are:

- (a) employees, officers, directors, agents, and representatives of (1) Defendants and each of their subsidiaries and affiliates, and (2) all distributors, wholesalers, retailers, and licensors of Red Bull products;
- (b) those who purchased Red Bull products for the purpose of re-sale;
- (c) all federal judges who have presided over either of the Actions; and
- (d) all persons who have been properly excluded from the Settlement Class.

THE SETTLEMENT BENEFITS

WHAT BENEFITS CAN I RECEIVE FROM THE SETTLEMENT?

If you are a qualified Settlement Class Member and submit a Claim Form, you may choose to receive one of the following two benefit options:

- 1. A cash reimbursement (in the form of a check) of \$10.00; or
- 2. Free Red Bull products (*either* Red Bull ® Energy Drink *or* Red Bull ® Sugarfree, as selected on the Claim Form) with a retail value of approximately \$15.00 (the "Product Option").

Under the terms of the settlement, certain conditions may lead to Settlement Class Members with valid claims receiving either less or more than the amounts specified. For example, the cash reimbursed and/or value of the products fulfilling the Product Option will be reduced proportionately among all Settlement Class Members with valid Claims if the total amount of eligible claims exceeds the thirteen million dollar (\$13,000,000.00) fund (minus applicable notice and tax expenses) provided by Red Bull for the settlement – referred to as the "Settlement Fund." If, on the other hand, there are excess funds in the Settlement Fund at the end of the claims period, such funds may be used to increase proportionally the amount of validly claimed cash reimbursements or products fulfilling the Product Option, depending on the rate of participation in the settlement by Class Members.

With respect to the Product Option, product packaging (e.g. a four-pack) and sizing (e.g. 8.4 ounce cans) shall be determined by Red Bull at its discretion after the final value of the Product Option has been determined. The free Red Bull products selected on the Claim Form will be shipped by Red Bull directly to class members at Red Bull's cost. However, if shipment of Red Bull products to a particular Settlement Class Member is not feasible or commercially reasonable, then Red Bull may substitute cash reimbursement for that particular Settlement Class Member.

Please note that **checks** distributed to those Settlement Class Members that claim the cash reimbursement **will only be cashable for a period of one hundred and twenty (120) days after the check's issuance date.** Depending on the amount of uncashed checks following that 120 day period, such amount may be either: (i) distributed proportionately to all Settlement Class Members that did cash their reimbursement check within the 120 day notice period; or (ii) donated to charity.

SUBMITTING A CLAIM FORM TO OBTAIN PAYMENT

HOW DO I FILE A CLAIM AND RECEIVE PAYMENT OR PRODUCT FULFILLING THE PRODUCT OPTION(S)?

To receive a cash payment or Red Bull products fulfilling the Product Option you must submit a Claim Form. A copy of the Claim Form, together with instructions, is attached to this document as Exhibit A. You can also obtain the Claim Form by printing it from the Settlement Website, www.energydrinksettlement.com, or by calling 877-495-1568 and requesting that it be sent to you by mail, or by writing to the Class Action Settlement Administrator at Energy Drink Settlement, c/o GCG, P.O. Box 35123, Seattle, WA 98124-5123.

There are four ways to submit a filled-out Claim Form:

1. Online at www.energydrinksettlement.com (by no later than March 2, 2015);
2. By email to the Class Action Settlement Administrator at energydrinksettlement@gcginc.com (by no later than March 2, 2015);
3. By fax to the Class Action Settlement Administrator at 844-553-1373 (by no later than March 2, 2015); or
4. By mail to the Class Action Settlement Administrator at Energy Drink Settlement, c/o GCG, P.O. Box 35123, Seattle, WA 98124-5123 (postmarked no later than March 2, 2015).

No proof of purchase is necessary to obtain settlement benefits. However, **the Claim Form must be signed by you under penalty of perjury (either by hand or, if you submit it online, electronically), affirming that you are a qualified member of the Settlement Class and that the information provided therein is true and accurate to the best of your knowledge.**

Please be careful to read and follow all of the instructions on the Claim Form so that your Claim will be approved. **If you do not properly complete and submit the Claim Form in a timely fashion, you run the risk of not receiving payment under the settlement.** Failure to provide all information requested in the Claim Form will not necessarily result in nonpayment of a Claim. Instead, the Class Action Settlement Administrator will take all adequate and customary steps to determine the Claimant's eligibility for payment based on the information contained in the Claim Form or otherwise submitted, the amount available to pay all valid Claims, and such other reasonably available information from which eligibility for payment can be determined.

WHEN WILL I GET MY PAYMENT?

The Court will hold a hearing on May 1, 2015 at 10:00 a.m. to decide whether to finally approve the settlement. If the Court approves the settlement, after that there may be appeals. Payments will be distributed within 150 days after the Court grants final approval of the settlement, pending any appeals. Cash reimbursement in the form of a check will be made directly to you by first class mail after entitlement to payment to all Claimants is determined. Red Bull products fulfilling the Product Option will be shipped directly to Claimants selecting the Product Option after entitlement to payment to all Claimants is determined, via a shipping method to be determined by Red Bull at its discretion. Please be patient. However, if shipment of Red Bull products to a particular Settlement Class Member is not feasible or commercially reasonable, then Red Bull may substitute cash reimbursement for that particular Settlement Class Member.

WHAT OTHER RELIEF IS PROVIDED UNDER THE SETTLEMENT?

As part of the settlement relief, Red Bull has voluntarily updated its marketing materials and product labeling directed at United States consumers to address the concerns raised as to the specific representations and omissions identified in the lawsuits and, while Red Bull believes that its marketing and labeling have always been entirely truthful and accurate, Red Bull confirms that all future claims about the functional benefits of its products will be medically and/or scientifically supported. Red Bull has also agreed to work with Plaintiffs' counsel to work on a mechanism to prevent United States Red Bull purchasers from inadvertently accessing Red Bull's foreign websites, which may contain different statements and representations than those found on Red Bull's U.S. website and marketing materials.

The parties have agreed, however, that Red Bull may sell off its existing supply of products bearing the prior version of labels and use its older marketing materials until exhausted, but in no event later than September 1, 2014.

WHAT AM I GIVING UP TO STAY IN THE CLASS AND RECEIVE BENEFITS UNDER THE SETTLEMENT?

If you meet the definition of a Settlement Class Member you are part of the Settlement Class unless you file a request for exclusion. As part of the Settlement Class you will be bound by the settlement and Court order whether or not you file a Claim Form or receive an award.

If the settlement is approved, Settlement Class Members who do not validly exclude themselves from the Settlement Class will be deemed to release Red Bull and other “Released Persons” (defined in the Stipulation to include Red Bull’s “subsidiaries and affiliates, divisions, as well as their distributors, wholesalers, retailers, suppliers, customers and licensors, including the officers, directors, employees, shareholders, principals, agents, successors, insurers, attorneys, spokespersons, public relations firms, advertising and production agencies, and assigns of all such Persons or entities”).

The release extends to all “Released Claims,” defined in the Stipulation to include “any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature against the Released Persons . . . arising out of or relating to the manufacturing, advertising, marketing, packaging, promotion, sale, and distribution of the Products from the beginning of time to the Effective Date of the Settlement, which have been asserted or which could reasonably have been asserted by the Class . . . including any claims arising after the date of final approval which could be asserted based on labels or advertising in existence as of the date of final approval of the Stipulation.” The release does not encompass any personal injury claims.

In connection with the Released Claims, each Settlement Class Member shall be deemed to have waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code (and similar state laws) which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

EXCLUDING YOURSELF OR “OPTING OUT” OF THE SETTLEMENT

WHAT DOES IT MEAN TO EXCLUDE MYSELF OR OPT OUT OF THE SETTLEMENT?

If you are a Settlement Class Member, you will automatically be bound by the terms of the settlement, including the releases, unless you take affirmative steps to exclude yourself or “opt out” of the Settlement Class. If you “opt out” of the Settlement Class, you will not: (1) be legally bound by anything that happens in this lawsuit; (2) get any payment pursuant to this settlement; (3) gain any rights under the settlement; or (4) be able to object to any aspect of the settlement.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself or “opt out” of the settlement, you must mail or deliver a written request for exclusion to the Class Action Settlement Administrator postmarked or delivered no later than April 1, 2015.

The written request for exclusion must specifically and unambiguously request exclusion from the Settlement Class and must include: (1) your original signature; (2) your name, current address, and current telephone number; (3) a statement that you are a member of the Settlement Class; and (4) a specific statement indicating that you want to be excluded from the Settlement Class. If you fail to comply with these requirements, you will be bound by the terms of the settlement.

IF I EXCLUDE MYSELF, CAN I GET MONEY IN THE SETTLEMENT?

No. If you exclude yourself, do not send in a Claim Form to ask for money or free Red Bull products. Also, you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member, you can object to the settlement if you don’t like any part of it and can give reasons why you think the Court should not approve it. The Court will consider your views if you follow the directions below.

To object, you must send a letter to the Court, Class Counsel, and Red Bull’s Counsel (addresses listed below) saying that you object to the lawsuit. The letter must:

If You Have Any Questions, Call 877- 495-1568 or Visit www.energydrinksettlement.com.

1. Be mailed and postmarked to Class Counsel and Red Bull's Counsel, and also filed with the Court, by no later than April 1, 2015;
2. Include the case names and numbers: *Careathers v. Red Bull North America, Inc.*, Case No. 1:13-CV-00369 (KPF) and *Wolf, et al. v. Red Bull GmbH, et al.*, Case No. 1:13-CV-08008 (KPF);
3. Include your name, current postal address, and current telephone number;
4. Provide a statement, sworn to under penalty of perjury, pursuant to 28 U.S.C. § 1746, attesting to the facts that:
 - (i) you made at least one retail purchase of Red Bull products in the United States between January 1, 2002 and October 3, 2014;
 - (ii) you did not make such purchase for resale; and
 - (iii) you are not a Red Bull employee, officer, director, agent, or representative;
5. State the reasons for objecting to the settlement; and
6. State whether you intend to appear personally at the Final Approval Hearing, or whether you will have your attorney make an appearance. **If you seek permission to appear or have your attorney appear at this Hearing, include "Notice of Intention to Appear" in the title of your letter.**

Note that as a Settlement Class Member, **you will be bound to the settlement and Court orders regardless of your objection and regardless of whether you believe the terms of the settlement are favorable to the Settlement Class.** You will be bound to the settlement even if you have another claim, lawsuit or proceeding pending against Defendant.

COURT

Clerk of the Court
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007-1312

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WHAT IF I DO NOT FILE AN OBJECTION?

Any Settlement Class Member who does not make his or her objections according to these requirements waives their objections to the settlement, to payment of attorneys' fees and expenses, and to payment of incentive awards to the Class Representatives.

WHAT'S THE DIFFERENCE BETWEEN EXCLUDING MYSELF AND OBJECTING TO THE SETTLEMENT?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. You are bound by the settlement even if you object, and may receive benefits pursuant to the settlement.

Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case and the settlement no longer binds you. You will not receive any benefits pursuant to the settlement.

THE COURT'S FINAL APPROVAL HEARING

WHEN AND WHERE IS THE HEARING?

The Court has scheduled a Final Approval Hearing at 10:00 a.m. on May 1, 2015, in the United States District Court Southern District of New York, 40 Foley Square, New York, New York, 10007 in Courtroom 618 of the Honorable Katherine Polk Failla. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and whether to enter final judgment in light of the settlement.

If there are objections, the Court will consider them. The Court may also decide how much to pay Class Counsel and whether to pay Class Representatives incentive awards. After the hearing, the Court will make the final decision on these issues. We do not know how long it will take the Court to make a final decision.

MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing to object to: (i) the settlement; (ii) dismissal of the lawsuit in light of the settlement; (iii) the release of Settlement Class Members' claims against Red Bull and other Released Parties (as defined in the Stipulation); (iv) Class Counsel's request and/or other requests for attorneys' fees and expenses; or (v) the Class Representatives' request for incentive awards.

To speak at the hearing, you must send a letter to the Court, Class Counsel, and Red Bull's counsel in accordance with the instructions provided above on page 6 in the section entitled "HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?" As noted therein, include the phrase "Notice of Intention to Appear" in the title of the letter.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

THE PEOPLE WHO ARE REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE?

The Court assigned the following attorneys to represent you and the other Settlement Class Members:

Benedict P. Morelli
David S. Ratner
Adam Deutch
Morelli Alters Ratner, LLP
777 Third Avenue, 31st Floor
New York, NY 10017
Telephone: (212) 751-9800
Facsimile: (212) 751-0046

Laurence D. King
Linda M. Fong
Kaplan, Fox, & Kilsheimer LLP
350 Sansome Street, Suite 400
San Francisco, CA 94104
Telephone: (415) 772-4700
Facsimile: (415) 772-4707

Jeremy W. Alters
Matthew T. Moore
Morelli Alters Ratner, LLP
Miami Design District
4141 Northeast 2nd Ave., Suite 201
Miami, FL 33137
Telephone: (305) 571-8550
Facsimile: (305) 571-8558
jalters@morellialters.com
mmoore@morellialters.com

Frederic S. Fox
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850 Third Avenue, 14th Floor
New York, New York 10022
Telephone: (212) 687-1980
ffox@kaplanfox.com

Justin B. Farar
Kaplan Fox & Kilsheimer LLP
11111 Santa Monica Blvd, Suite 620
Los Angeles, CA 90025
Telephone: (310) 575-8670
Facsimile: (310) 575-8697
jfarar@kaplanfox.com

These lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You are also represented by the Plaintiffs Benjamin Careathers, David Wolf, and Miguel Almaraz, who the Court assigned to serve as Class Representatives for you and the other Settlement Class Members.

HOW WILL MY REPRESENTATIVES BE PAID?

Class Counsel will apply to the Court for their fees and expenses not to exceed a total of \$4,750,000.00, subject to the terms of the Stipulation. Class Counsel will also request that the Court approve Red Bull’s payment of “incentive awards” of \$5,000 to each of the three Class Representatives for their representation of the Class. Red Bull will not oppose these requests.

All fees and expenses awarded to Class Counsel and incentive awards awarded to Class Representatives will be paid by Red Bull in addition to – that is, separate and apart from – the cash and free Red Bull product distributions to Class Members, subject to the terms set forth in the Stipulation, and will therefore have no effect on the relief available to you should you submit a valid and timely Claim Form.

GETTING MORE INFORMATION

ARE MORE DETAILS ABOUT THE SETTLEMENT AVAILABLE?

This notice is just a summary of the settlement and may not answer all of your questions. More details are in the Stipulation and the documents that are “Exhibits” to the Stipulation, and may help in determining whether you are a Settlement Class Member.

HOW DO I GET MORE INFORMATION?

For more information, visit www.energydrinksettlement.com or contact the Class Action Settlement Administrator directly by calling 877- 495-1568.

PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, OR RED BULL’S COUNSEL FOR INFORMATION. ALL INQUIRIES SHOULD BE DIRECTED TO THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT THE NUMBER ABOVE.

**MUST BE
POSTMARKED ON
OR BEFORE
MARCH 2, 2015**

**Energy Drink Settlement
c/o GCG
P.O. Box 35123
Seattle, WA 98124-5123
Toll-Free: 1 (877) 495-1568**



Claimant No:

REQUIRED ADDRESS INFORMATION OR CORRECTIONS

If the pre-printed address to the left is incorrect or out of date, **OR** if there is no pre-printed data to the left, **YOU MUST** provide your current name and address here:

Name:

Address:

City/State/ZIP:

**EXHIBIT A
CLAIM FORM**

ENERGY DRINK SETTLEMENT

Please print (or type) clearly in blue or black ink. **As noted below, this Claim Form must be submitted online at www.energydrinksettlement.com or by email by no later than March 2, 2015 or mailed and postmarked by no later than March 2, 2015.**

1. SETTLEMENT CLASS MEMBER INFORMATION ¹

Your Name:

Your Mailing Address:

City:

State:

ZIP:

Daytime Phone:

() -

Email Address:

¹ Your personal information is being collected for purposes of the proposed settlement and will not be used for any other purpose without your permission.

QUESTIONS? CALL TOLL-FREE 1 (877) 495-1568 OR VISIT WWW.ENERGYDRINKSETTLEMENT.COM

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/privacy>

**2. CHOOSE YOUR SETTLEMENT BENEFIT (CHECK ONLY ONE)²**

☐ Cash reimbursement of \$10.00.

OR

☐ Free Red Bull products with a retail value of approximately \$15.00. The Red Bull products selected on the Claim Form will be shipped by Red Bull directly to Class Members at Red Bull's cost.³

If you select free products, you have a choice of the following Red Bull products (Check Only One):

☐ Red Bull® Energy Drink, OR

☐ Red Bull® Sugarfree

3. SIGN AND DATE YOUR CLAIM FORM

I affirm, under penalty of perjury in accordance with 28 U.S.C. § 1746, that:

- (1) I bought one or more Red Bull beverages (Red Bull® Energy Drink, Red Bull® Sugarfree, Red Bull® Total Zero, or Red Bull® Editions) in the United States between January 1, 2002 and October 3, 2014;
- (2) I did not purchase such Red Bull beverages for purposes of resale;
- (3) I am not an employee, officer, director, agent, or representative of Red Bull North America, Inc. or any of its corporate affiliates, or a distributor, wholesaler, retailer, or licensor of Red Bull products; and
- (4) All of the information on this Claim Form is true and correct to the best of my knowledge.

Signature:

Date:

 / /

Print Name:

4. LAST DAY TO SUBMIT YOUR CLAIM FORM

Claim Forms must be submitted online at www.energydrinksettlement.com or by email to energydrinksettlement@gcginc.com by **March 2, 2015**, or mailed and postmarked by **March 2, 2015** to:

Energy Drink Settlement
c/o GCG
P.O. Box 35123
Seattle, WA 98124-5123

- ² Under the terms of the settlement, certain conditions may lead to Class Members with valid claims receiving either less or more than the amounts specified herein. For example, the cash reimbursed and/or value of the products being distributed will be reduced proportionately among all Class Members with valid claims if the total amount of eligible claims exceeds the fund (minus applicable notice and tax expenses) provided by Red Bull for the settlement—referred to as the “Settlement Fund.” If, on the other hand, there are excess funds in the Settlement Fund at the end of the claims period, such funds may be used to increase proportionally the amount of validly claimed cash reimbursements or products, depending on the claims rate. With respect to the distribution of product, to the extent commercially reasonable in its discretion, Red Bull shall attempt to “round up” the amount of free product to be shipped to the claimant, so that the amount of free product obtained by a claimant is maximized to the extent commercially reasonable.
- ³ The product will be distributed in product packaging (e.g. a four-pack) and sizing (e.g. 8.4 ounce cans) to be determined by Red Bull at its discretion after the final value of the Product Option has been determined. If shipment of product to a particular Class Member is not feasible or commercially reasonable, then Red Bull may substitute cash reimbursement for that particular Class Member.